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U.S. Supreme Court Decisions

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jurisdiction to adjudicate the question of title to the proceeds of an insurance policy payable to the heirs or the estate of the insured because whoever may be designated in the policy by the insured to receive the proceeds after his death takes by contract and not by descent, and such proceeds do not become a part of the decedent's estate. Section 8719, Compiled Laws 1913, does not attempt to confer jurisdiction on the county court in violation of Section 111 of the State Constitution, and the duty to inventory and distribute such a policy rests upon the executor or administrator, and not on the court. Section 8719 is not an exemption statute within Section 208 of the State Constitution. The right to transfer a policy of insurance by will or assignment remains under Section 6629, Compiled Laws 1913, and the proceeds of these policies are not property of the testator in the sense that they pass as a part of his estate, but go to the beneficiaries by contract and not by descent. (Opinion filed February 17, 1926).

U. S. SUPREME COURT DECISIONS

Consignors of goods f. o. b. destination, although the freight is actually paid by the consignee and there is a provision that the buyer shall be liable for and get the benefit of any rise or fall in the freight rate, may nevertheless maintain an action against the carrier to recover overcharges for transportation.—Louisville & Nashville Co. vs. Sloss-Sheffield Co., Sup. Ct. Rep. 46-73.

A shipper is bound by the terms of a freight receipt limiting the carrier's liability for loss on goods for which a lower rate is paid, and the fact that the carrier knew that shipper's agent was ignorant of the true value of the goods is immaterial.—Amer. Ry. Express Co. vs. Daniel, Sup. Ct. Rep. 46-14.

The 1921 Oklahoma statute establishing an eight hour day and providing that all workmen employed by or on behalf of the State be paid "not less than the current rate of per diem wages in the locality where the work is performed" is void for failure to fix any ascertainable standard of guilt.—Connally vs. General Construction Co., Sup. Ct. Rep. 46-126.

Section 3 of the Future Trading Act of 1921, imposing a tax of 20c per bushel upon every privilege or option for a contract whether of purchase or of sale of grain, was not intended to produce revenue but to prohibit all such contracts and hence can not be sustained as a valid exercise of the taxing power.—Trusler vs. Crooks, Sup. Ct. Rep. 46-165.

Consulting engineers professionally employed to advise states or sub-divisions of states are not officers and employees, and income received as compensation, whether in daily, monthly, annual, or lump sums, is not exempt from Federal income tax.—Metcalf vs. Mitchell, Sup. Ct. Rep. 46-172.

Where an application for discharge in bankruptcy, made in proper time, is contested and left pending—no interested party having brought it up for final disposition—a subsequent application for discharge may be refused on the Court's own motion as an attempt to overreach the due and orderly administration of justice.—Freshman vs. Atkins, Sup. Ct. Rep. 46-41.

WORKMEN'S COMPENSATION CASES

The finding of the Industrial Commission on conflicting evidence is final.—Globe Indemnity Co. vs. Ind. Com., 241 Pac. 405. (Cal. Oct. 1925).

One engaged to haul coal with own truck at a fixed price per ton, although allowed to haul it himself and to come and go as he pleased, and who could be discharged by the employer, was an employee within the meaning of the Compensation Act. The power of control, not the fact, governs. As to whether claimant was an employee is a question of law, and the Court is not bound by the Commission's conclusions.—Ind. Com. vs. Bonfils, 241 Pac. 735. (Colo. Nov. 1925).

Where the foreman of an employer directs employees under him to meet at a certain place to ride to work (a distance of six miles) on his employer's truck, which was known to employer, employees are in the course of employment while riding to work thereon.—Saba vs. Pioneer Cont. Co., 131 Atl. 394. (Conn. Dec. 1925).

It is necessary before compensation may be allowed for a hernia that the claimant definitely prove, among other things, that there was an injury which resulted in such hernia. The fact of injury can not be said to exist until there is proof of it. It can not be presumed to let in the proof. The proof must come first.—Bolton vs. Columbia Cas. Co., 130 S. E. 535. (Ga. Nov. 1925).

Where death results after exertion in shoeing a mule, from angina pectoris, a prior diseased condition of the heart, such heart failure was not a traumatic accident so as to permit compensation.—Wallins Co. vs. Williams, 277 S. W. 235. (Ky. Nov. 1925).

One who agrees with a contractor to haul garbage as required by latter's contract with city, and who furnishes teams and men needed, and could discharge them, is an independent contractor and not an employee.—Hanisko vs. Fitzpatrick, 206 N. E. 322. (Mich. Dec. 1925).

Where a town superintendent, with approval of town board, hired team from owner, and one of the owner's men to drive the team, pay of the man being made direct, and man being subject to direction of super-